



COUNTY OF DARE

P.O. Box 1000, Manteo, North Carolina 27954

(252) 475-5000

NORTH CAROLINA
DARE COUNTY

INTER-LOCAL AGREEMENT FOR SOLID WASTE COLLECTION SERVICES

THIS AGREEMENT made and entered into this 20th day of September, 2010 by and between the County of Dare, a North Carolina body politic (hereinafter County) and the Town of Southern Shores, a North Carolina body politic (hereinafter Town);

WITNESSETH:

WHEREAS, County is empowered with the authority to collect solid waste pursuant to the laws of the State of North Carolina and under the direction of its County Manager and Board of Commissioners; and

WHEREAS, the Town is also empowered with the authority to collect solid waste within its municipal limits, pursuant to the laws of the State of North Carolina and under the direction of the Town Council of the Town of Southern Shores; and

WHEREAS, pursuant to the provisions of North Carolina General Statute Section 160A-11, North Carolina General Statute Section 160A-17, North Carolina General Statute Section 153A-12 and Article 20 of Chapter 160A of the General State of North Carolina, the County and Town are each authorized to enter into inter-local agreements for the purposes contained herein; and

WHEREAS, Town has requested County to provide for the collection of solid waste within the corporate limits of the Town and County has agreed to perform such services pursuant to the terms of this agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, the parties agree as follows:

- 1. RESIDENTIAL RECEPTACLES.** All residential garbage receptacles shall be 90 gallon rolling carts or such other receptacles as may from time to time be determined by County. Property owners shall purchase their garbage receptacles from the County, at the fees set by County.
- 2. COMMERCIAL RECEPTACLES.** The property owner shall purchase any needed commercial receptacles from a list of approved receptacles provided by County.
- 3. TOWN DUTIES.** The Town shall adopt and enforce such ordinances and regulations as may be necessary to assure that users:

A. Utilize only County approved receptacles.

B. Position the residential receptacles on scheduled pick-up days at the places designated by County within two feet of the abutting pavement or usually traveled tire tracks on unpaved streets.

C. Place all receptacles such that they face in the direction of the abutting street.

D. Keep and maintain a clean and sightly area for the placement of the receptacle.

E. Provide that customers allowed to paint such identifying marks or names on such portions of the receptacles as the Town may deem appropriate.

F. Provide that commercial containers shall be placed in locations approved by the County, and that the placement of receptacles on such approved sights shall be in a direction approved by the County.

G. Remain as a member of Albemarle Regional Solid Waste Management Authority and enter such agreements as may be necessary to obligate Town to commit its solid waste to County.

4. TOWN ORDINANCES. The County shall be bound by ordinances passed by the Town in connection with solid waste so long as such ordinances are in compliance with this agreement. The rate for services as set forth in this agreement shall be based on current conditions. Should Town adopt ordinances or amend ordinances which create additional costs to the County, the County may unilaterally amend its per hour fee for services set forth herein and such amendment to the hourly fee shall take effect at the time such ordinance or amendment becomes applicable.

5. SOLID WASTE MANAGEMENT ACT. The State of North Carolina has enacted the Solid Waste Management Act of 1989 that mandates waste reduction and bans several materials from landfills. In accordance with the aforesaid Act, County does not accept waste oil, lead acid batteries or yard waste with municipal solid waste. Additionally, County does not accept liquid paints, pesticides or other toxic, corrosive or flammable liquids with municipal solid waste. Any of the foregoing items or other items which are subsequently added to the Solid Waste Management Act as prohibited items, found in the Town's waste, will be separated and properly disposed of, the hours and cost documented and the Town billed for those services. Education of Town residents concerning these bans shall be the responsibility of the Town.

6. PAYMENT TERMS. County shall charge Town for its solid waste collection services based upon its cost for fuel, labor, parts, insurance and other variable costs associated with collection of such solid waste as budgeted for the current year. Work sheets and documentation used in calculating such fees shall be shared promptly with the Town upon request. Methodology for costs and calculations will be based upon the hourly cost to the County of services instead of a unit or per cart cost. Following are the fees for collection to be paid to County by Town:

A. Residential collection services will be billed at the rate of \$107.85 per hour. County will provide residential solid waste collection on Mondays and Fridays of each week from Memorial Day through September 30, and on Mondays only the rest of the year.

B. Commercial collection services will be billed at the rate of \$89.31 per hour. County will provide commercial solid waste collection on Monday, Wednesday, and Friday of each week from Memorial Day through September 30 and Mondays and Fridays the rest of the year.

C. Large item collection will be conducted twice annually. "White Goods" which are household appliances are banned from landfills by the Solid Waste Management Act of 1989. These items are picked up during the large item collection and are credited to the Town's recycling numbers. Spring collection will be made after Easter and fall collection will be made following Columbus Day. The Town will be billed at the rate of \$250 per hour for such collections.

D. The aforesaid sums shall be the initial rates and shall remain in effect until June 30, 2011. Unless terminated as provided herein, the rates shall be recalculated based upon the subsequent fiscal year costs as provided above and the new rates resulting from the recalculation shall be the rates for the subsequent fiscal year. At the end of each fiscal year thereafter, the rates will be recalculated in a similar manner.

E. The Town shall be responsible for and pay as the same may become due all tipping fees incurred for the disposal of Town's solid waste. County shall not be required to pay any tipping fees on behalf of Town or for solid waste generated by Town and such sums are not a part of the schedule of fees set forth above.

7. TERM. The term of this Contract shall be for a period beginning on July 1, 2010, and end upon termination as provided herein. If this Agreement is not terminated in the manner set forth herein, this Agreement shall automatically renew for the next fiscal year. It is the intent of the parties, that if neither party elects to terminate this Agreement, it shall automatically renew for each subsequent fiscal year, with each party having the right to terminate the Agreement as set forth herein.

8. BILLING. Payment for the collection of solid waste shall be billed as follows:

A. County will bill the Town quarterly in, April, July, October, and January for all residential and commercial collections.

B. County will bill the Town for large item collection during the month following such collection.

C. Invoices will summarize the hours expended in the various categories of collection. The Town has the right to examine the daily records/logs of the drivers. Daily logs and invoices based upon them will indicate the tonnage collected of municipal solid waste sent to the landfill.

D. All sums billed shall be due and payable in full within 30 days.

9. **TERMINATION.** Either party may terminate this agreement upon six months written notice to the other. Such termination shall be effective at the end of the fiscal year during which such termination notice is given provided notice is given six months to the expiration of the fiscal year. It is the intention of the parties that in the event of termination, each party shall have a minimum of six months prior to the expiration of its fiscal year to plan its budget based upon the termination of this agreement.

IN WITNESS WHEREOF the parties hereto have duly authorized the signing of this agreement by their respective appropriate officers.

ATTEST:

Clerk

ATTEST:

clerk

This instrument has been pre-audited in the manner required by the Local Government and Fiscal Control Act, N.C.

[Signature] 9/20/10
County Finance Officer

Bonnie M. Swain 10/6/10
Town Finance Officer

COUNTY OF DARE

BY: Wam C. Judson
Chairman

TOWN OF SOUTHERN SHORES

BY: Hal P. [Signature]
Mayor